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THE LAW SCHOOL.—During this year and last two courses and four half courses have been added to the instruction offered. These are,— Persons, new this year, and given by Professor Smith; Insurance, this year made a full course and given by Professor Wambaugh; Damages and Conflict of Laws, half courses begun last year by Assistant Professor Beale. Contracts II., a new half course in contracts given by Professor Wambaugh; and Legal History, a half course which may be taken as a full course by permission, given by Professor Ames and Assistant Professor Beale jointly. These bring the total number of courses up to twenty-six and one-half, or twenty-seven if Legal History be taken as a full course; and they show that the supremacy of the school in quantity and quality of instruction is to be maintained.

The returns now at hand show a most gratifying increase in the numbers of the school. The third year class is the largest on record. Full statistics will be given in the December number.

THE COMMON SENSE AND COMMON LAW OF INTERSTATE COMMERCE. —Judge Shiras, in the Circuit Court, Northern District of Iowa, in the case of *Murray* v. *Chicago & Northwestern Ry. Co.*, 62 Fed. Rep. 24, after a luminous and thorough discussion of the cases and *dicta* of the United States Supreme Court and the Federal courts, and a careful examination of the opinion of Judge Grosscup in the case of *Swift & Company* v. *Philadelphia R. R. Co.*, reported in 7 Harv. L. R. 488, dissents vigorously from the conclusions arrived at by Judge Grosscup in that case. The decision is a master piece of logic and keen reasoning, and demonstrates very forcibly the dangerous results to which Judge Grosscup's decision would lead.

He shows not only by historical considerations, the development and growth of law in the United States, and the analogy from equity and mari-

time jurisdictions, but also and more especially from the internal necessity of the case, that there must be a common law of the United States separate and distinct from that of the several States; that in the absence of statutory regulation by Congress, this national common law with the national system of equity and maritime law, affects and controls all legal relations as to which the Federal Government has exclusive jurisdiction.

Judge Shiras does not deny that the national jurisdiction in the regulation of interstate commerce is exclusive, and that therefore neither the statutory nor the common law of the several States can affect this subject-matter. But here the lines of reasoning diverge. Judge Grosscup, starting from the hypothesis that there is no national common law, gives an opinion, the natural and logical conclusion from which would be that before the Interstate Commerce Act, interstate commerce was entirely without legal sanction of any kind whatsoever; that therefore, not only was there no obligation imposed upon the common carrier, such as existed under the common law of England, to charge no more than reasonable rates or to carry for any one who offers to pay his charges, but, even in case of a contract to carry and a breach thereof, there could be no recovery because the contract itself would be without the sanction of any law. True it is, Judge Grosscup does not state these conclusions in his opinion, but they are the logical deductions therefrom.

Judge Shiras thinks, however, notwithstanding various *dicta* of the Supreme Court of the United States, that there is a common law of the United States distinct and separate from that of the several States; that before the Interstate Commerce Act was enacted, the common law of England, as it stood at the time of the Revolution, modified by the changed conditions of our country, governed and controlled all legal relations such as interstate commerce, as to which national regulation is exclusive; that therefore a common carrier was not only bound to accept goods for interstate commerce carriage from any person offering to pay reasonable charges, but that such carrier was also bound not to charge in excess of a reasonable rate, and that, under the sanction of the common law, excessive charges could be recovered back. The decision does not touch upon the effect of the Interstate Commerce Act, because the alleged overcharges were made before that Act went into effect.

Another interesting, though in no way doubtful point, decided in this case is that an action for the recovery of these excessive charges can be maintained in the State courts, and that the national exclusive control of interstate commerce does not, in the absence of statutory regulation to the contrary, give the Federal courts exclusive jurisdiction of causes arising out of interstate commerce transactions.

In this connection the valuable article of Professor Blewett Lee of the Northwestern University Law School, in 2 Northwestern Law Review, page 200 "Is there a Federal Common Law?" is worth noting. In it the opinion of Judge Grosscup in the Swift case is subjected to a powerful criticism, and a line of thought developed from an exhaustive review of the Federal authorities in accordance with that now expressed by Judge Shiras in the Murray case.

DISPATCH,—The method of hearing argument by talking *to* counsel seems to be in vogue in England to-day, and the appellate courts seem to be on the *qui vive* for bad law and frivolous motions, ready to dis-